

Introduced by Senator DunnFebruary 13, 2003

An act to add Article 9 (commencing with Section 1569.880) to Chapter 3.2 of Division 2 of the Health and Safety Code, relating to care facilities.

LEGISLATIVE COUNSEL'S DIGEST

SB 211, as introduced, Dunn. Residential care facilities for the elderly: admission agreements.

Existing law provides for the regulation and licensure of residential care facilities for the elderly by the State Department of Social Services, including, among other things, regulation of admissions procedures and agreements. A violation of the provisions relating to residential care facilities for the elderly is a misdemeanor.

This bill would specify requirements for the form and content of admission agreements, as defined, for residential care facilities for the elderly, and would require a facility to conspicuously post a copy of its agreement within the facility. The bill would require the admission agreement to include, among other things, a comprehensive fee schedule, an explanation of 3rd-party services, information relating to residents' rights, and information relating to billing and payment, term of contract, refunds, and termination of the agreement.

This bill would prohibit an admission agreement from including grounds for involuntary transfer or eviction that are inconsistent with state law. The bill would require the admission agreement to be signed and dated by the resident or the resident's representative, and would require copies of the agreement to be placed in the resident's file and given to the resident or the resident's representative. The bill would



provide that an admission agreement shall be immediately terminated upon the resident's death.

This bill would provide that its requirements are intended to be in addition to, and not exclusive of, any other requirements established by law or regulation with respect to admission agreements for residential care facilities for the elderly.

By creating a new crime, this bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority. Appropriation: no. Fiscal committee: yes. State-mandated local program: yes.

The people of the State of California do enact as follows:

1 SECTION 1. (a) The Legislature finds and declares that it is
2 in the best interest of the residents of residential care facilities for
3 the elderly to ensure that admission agreements used by these
4 facilities do not violate residents' rights.

5 (b) Therefore, it is the intent of the Legislature in enacting this
6 act to establish laws to protect the rights of the residents in
7 residential care facilities for the elderly and to provide the
8 residents with the information necessary to make informed
9 choices regarding admission agreements in these facilities.

10 SEC. 2. Article 9 (commencing with Section 1569.880) is
11 added to Chapter 3.2 of Division 2 of the Health and Safety Code,
12 to read:

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14 Article 9. Admission Agreements

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16 1569.880. For purposes of this section, an "admission
17 agreement" includes all documents that a resident or his or her
18 representative must sign at the time of, or as a condition of,
19 admission to a residential care facility for the elderly licensed
20 under this chapter.



1 1569.881. (a) Every residential care facility for the elderly
2 shall make blank complete copies of its admission agreement
3 immediately available to the public at cost, upon request.

4 (b) Every residential care facility for the elderly shall
5 conspicuously post in a location accessible to the public view
6 within the facility either a complete copy of the admission
7 agreement, or a notice of its availability from the facility.

8 1569.882. (a) The admission agreement shall be printed in
9 black type of not less than 12-point type size, on plain white paper.
10 The print shall appear on one side of the paper only.

11 (b) The admission agreement shall be written in clear,
12 coherent, and unambiguous language, using words with common
13 and everyday meanings. It shall be appropriately divided, and each
14 section shall be appropriately captioned.

15 1569.883. (a) The admission agreement shall not include
16 unlawful waivers of facility liability for the health and safety or
17 personal property of residents.

18 (b) The admission agreement shall not include any provision
19 that the facility knows or should know is deceptive, or unlawful
20 under state or federal law.

21 (c) The admission agreement or attachment to the agreement
22 shall not contain any requirement for binding arbitration. No
23 agreement for binding arbitration of claims signed in conjunction
24 with or as part of an admission agreement or as a separate
25 document shall be enforceable.

26 (d) The admission agreement shall include no written
27 attachment containing any provision that is prohibited from being
28 included in the admission agreement.

29 1569.884. The admission agreement shall include all of the
30 following:

31 (a) A comprehensive description of services provided for the
32 basic fee.

33 (b) A comprehensive description of, and the fee schedule for,
34 all items and services not included in the basic rate for which a
35 separate charge is to be assessed. If the initial admission agreement
36 does not authorize a separate charge for a particular item or
37 service, the facility may at no time assess a separate charge for that
38 item or service. In addition, the agreement shall indicate that the
39 resident shall receive a monthly statement itemizing all separate
40 charges incurred by the resident.

1 (c) An explanation of the use of third-party services, including
2 all health services, how they may be arranged, accessed, and
3 monitored, whether transportation is available if the services are
4 not provided onsite, any restrictions on third-party services, and
5 who is financially responsible for the third-party services and
6 transportation costs.

7 (d) A description of the facility's policy during a resident's
8 temporary absence.

9 (e) The term of the contract.

10 (f) A comprehensive description of billing and payment
11 policies and procedures.

12 (g) The conditions under which rates may be increased
13 pursuant to Section 1569.655.

14 (h) The resident conditions, health care, or personal care needs
15 which cannot be met in the facility.

16 (i) The facility's policy concerning family visits and other
17 communication with residents, pursuant to Section 1569.313.

18 (j) The facility's policy concerning refunds.

19 (k) Conditions under which the agreement may be terminated.

20 1569.885. (a) When referring to a resident's obligation to
21 observe facility rules, the admission agreement shall indicate that
22 the rules must be reasonable, and that there is a facility procedure
23 for suggesting changes in the rules. A facility rule shall not violate
24 any right set forth in this article or in other applicable laws and
25 regulations.

26 (b) The admission agreement shall specify that a copy of the
27 facility grievance procedure for resolution of resident complaints
28 about facility practices shall be made available to the resident or
29 his or her representative.

30 (c) The admission agreement shall inform a resident of the right
31 to contact the State Department of Social Services, the long-term
32 care ombudsman, or both, regarding grievances against the
33 facility.

34 (d) A copy of any applicable resident's rights specified by law
35 or regulation shall be an attachment to all admission agreements.

36 1569.886. (a) The admission agreement shall not include any
37 ground for involuntary transfer or eviction of the resident unless
38 those grounds are specifically enumerated under state law.



1 (b) The admission agreement shall list the justifications for
2 eviction permissible under state law, exactly as they are worded in
3 the applicable law.

4 (c) The admission agreement shall include an explanation of
5 the resident's right to notice prior to an involuntary transfer,
6 discharge, or eviction, the process by which the resident may
7 appeal the decision and a description of the relocation assistance
8 offered by the facility.

9 1569.887. (a) The admission agreement shall be signed and
10 dated, acknowledging the contents of the document, by the
11 resident or the resident's representative.

12 (b) The licensee shall include a copy of the signed and dated
13 agreement in the resident's file.

14 (c) The licensee shall provide a copy of the signed and dated
15 admission agreement to the resident or the resident's
16 representative, if any.

17 (d) The admission agreement shall be automatically terminated
18 upon the death of the resident.

19 1569.888. The requirements of this article relating to
20 admission agreements for residential care facilities for the elderly
21 are intended to be in addition to, and not exclusive of, any other
22 requirements established by state law or regulation.

23 SEC. 3. No reimbursement is required by this act pursuant to
24 Section 6 of Article XIII B of the California Constitution because
25 the only costs that may be incurred by a local agency or school
26 district will be incurred because this act creates a new crime or
27 infraction, eliminates a crime or infraction, or changes the penalty
28 for a crime or infraction, within the meaning of Section 17556 of
29 the Government Code, or changes the definition of a crime within
30 the meaning of Section 6 of Article XIII B of the California
31 Constitution.

